

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Independent Diplomat, Inc. 45 East 20th Street, 6th Floor New York, NY 10003	2. Registration No. 5860
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3. Name of Foreign Principal US Office of the National Coalition of Syrian Revolution and Opposition Forces	4. Principal Address of Foreign Principal 1101 Pennsylvania Ave NW, Suite 6620 Washington DC 20004
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## 5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

## 6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant

N/A

- b) Name and title of official with whom registrant deals

Dr. Najib Ghadbian, US Representative of the National Coalition of Syrian Revolution and Opposition Forces

## 7. If the foreign principal is a foreign political party, state:

- a) Principal address  
N/A

- b) Name and title of official with whom registrant deals N/A

- c) Principal aim N/A

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8. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes  No

Owned by a foreign government, foreign political party, or other foreign principal

Yes  No

Directed by a foreign government, foreign political party, or other foreign principal

Yes  No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes  No

Financed by a foreign government, foreign political party, or other foreign principal

Yes  No

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes  No

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9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

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Date of Exhibit A	Name and Title	Signature
April 08, 2013	Jennifer Lake, Legal Advisor	/s/ Jennifer Lake eSigned

OMB NO. 1124-0004; Expires February 28, 2014

**U.S. Department of Justice**  
Washington, DC 20530

**Exhibit B to Registration Statement**  
**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Independent Diplomat, Inc.  
45 East 20th Street, 6th Floor  
New York, NY 10003

2. Registration No.  
5860

3. Name of Foreign Principal

US Office of the National Coalition of Syrian Revolution and Opposition Forces

**Check Appropriate Box:**

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Independent Diplomat will provide advice and support to the Syrian Coalition on its diplomatic strategy. The advice will include analysis of the current diplomatic situation at international and regional organizations, including the UN Security Council and European Union and from time to time, canvassing the views of the US Government.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Independent Diplomat will provide advice and support to the Syrian Coalition on diplomatic communications (for example, letters to the UN Security Council), preparation for international visits and meetings, and assistance with drafting of speeches, aide-mémoires, and other diplomatic materials.

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9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Staff members will solicit the views of the US government by meeting with key officials and desk officers in the State Department and other US agencies to gather their views. We will inform the Syrian Coalition of this information and, on that basis, advise the Syrian Coalition how best to tailor their own approach to the US Government.

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### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature	
April 08, 2013	Jennifer Lake, Legal Advisor	/s/ Jennifer Lake	eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**THIS AGREEMENT dated 29<sup>th</sup> March 2013**

**BETWEEN:**

**Independent Diplomat, Inc. of 45 East 20<sup>th</sup> Street, 6<sup>th</sup> floor, New York NY 10003 ("ID")**

**and**

**The US Office of the National Coalition of Syrian Revolution and Opposition Forces of 1101 Pennsylvania Avenue NW, Suite 6620, Washington, DC 20004 (the "Client").**

**WHEREAS:**

- (a) ID is an independent non-profit organization established in order to resolve or prevent conflict by offering advice and assistance in diplomacy and foreign policy to marginalized governments and political groups. It is not connected to any government, international organization or any other body; and
- (b) In reliance upon that skill, knowledge and experience, the Client wishes to engage ID to provide services to it and ID has agreed to accept the engagement on the terms set out below.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. The Client has offered and ID has accepted engagement, on the terms set out in this agreement (the "Agreement"), to provide advisory services to the Client as set out in Schedule 1 attached hereto (the "Services").
2. For good and valuable consideration, ID shall provide the Services to the Client from 1<sup>st</sup> of April 2013 (the "Commencement Date") for a fixed period of twelve months, terminating on 31<sup>st</sup> March 2014 (the "Term") unless terminated prior thereto pursuant to the terms of this Agreement.
3. The Client shall, in consideration of the Services provided by ID, and with a view to covering ID's full costs in providing Services for the Term of the Agreement, agree to work cooperatively with ID to identify and pursue project funding from a variety of sources, including by making representatives available, as appropriate, for the presentation of funding proposals to potential donors.



4. During the Term, ID may accept and perform engagements for other clients, which do not impinge upon its ability to provide the Services. ID may also accept and perform engagements for other clients with objectives related to those of the Client.
5. ID warrants and represents to the Client that it is an independent contractor and as such bears sole responsibility for the payment of any form of tax levied by the government of the United States of America which may be found due from it in relation to any payments or arrangements made under this Agreement. Any other taxes incurred in relation to payments or arrangements made under this Agreement shall be solely for the account of the Client.
6. The Client shall notify ID of the individual(s) within the Client to whom ID shall report and/or be the contact(s) for ID with the Client. The identities of such persons may vary during the course of the Term.
7. ID shall not nor shall any of its employees, agents or sub-contractors disclose or use or cause to be disclosed or used at any time during or subsequent to this Agreement, any secret or confidential information of the Client or any other information relating to the financial or other affairs of the Client, except as required by the Client in connection with ID's performance of the Agreement or as required by law. Subject, however, to ID's right to publicise its work including the existence of this Agreement, which ID may only do without revealing any confidential information.
8. The Client understands and accepts that the information provided to it by ID as appropriate may need to be treated in the strictest confidence.



9. The Client may terminate this Agreement by notice in writing to ID if:
  - a. ID shall have been in breach of any term of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by ID within 7 days of receipt by ID of a written notice from the Client specifying the breach and requiring its remedy;
  - b. ID shall have refused or failed within a reasonable time to provide any one or more of the Services after being instructed in writing by the Client to do so; or
  - c. ID shall have conducted itself in any manner which, in the opinion of the Client has brought or is likely to bring either the Client into disrepute or has or is likely to impair ID's ability to provide any of the Services to the Client or to do so in any manner or at any time which the Client shall reasonably have required of it.
10. ID shall not be liable for any loss, damages, expenses of whatsoever nature or kind suffered by the Client, its servants, agents, employees or contractors arising out of ID's performance of this Agreement.
11. The Client shall be solely responsible for the costs, expenses and fees of any third party contractors that the Client requests ID to employ to provide services to the Client which do not fall within the Services.
12. ID may terminate this Agreement by 7 days' notice in writing to the Client if:
  - a. the Client or those for whom it is responsible seeks by any means whatsoever to compromise or undermine the status of ID as a politically neutral independent facilitator; or
  - b. any breach by the Client of the terms of this Agreement; or
  - c. the Client or those for which it is responsible promote unlawful armed conflict, engage in systematic human rights abuses or otherwise act in serious contravention of international law.
13. This Agreement contains the entire agreement of the parties. It may only be changed by written agreement.
14. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration before a sole arbitrator in accord with the Rules of the ICC International Court of Arbitration. The seat, or legal place, of arbitration shall be New York, New York, USA, and the language of the proceedings shall be English. The contract shall be governed by New York law, excluding its conflicts of laws rules.



15. Any notice to be given under this Agreement shall be in writing and will be deemed to be sufficiently served by one party on the other if it is either delivered personally or is sent by facsimile or is sent by email and addressed to the party to whom it is to be given.

**IN WITNESS whereof this Agreement has been executed on the day first before written by the undersigned persons who are duly authorised by the respective party.**

**For the Client**

By Dr. Najib Ghadbian, US Representative of the Syrian Coalition

Signed ..... 

**For ID**

By Carne Ross, Executive Director, Independent Diplomat

Signed ..... 

**Schedule 1**

**SERVICES**

**The Services provided by ID to the Client shall include:**

- 1. Independent Diplomat (ID) will provide information on and analysis of Syria's diplomatic situation, for example, at the United Nations Security Council, the United Nations General Assembly, the European Union, and provide advice on diplomatic strategy to achieve the goals of the Client.**
- 2. ID will additionally offer assistance with using diplomatic tools and techniques to help strengthen the client's diplomatic outreach. This will include the facilitation of meetings, the preparation of significant diplomatic communications, including drafting Aide Memoires and preparing letters to the Security Council, as well as facilitating international visits and giving support to the drafting of speeches.**
- 3. ID will engage with the Client on the best possible ways to strengthen its public communications strategies and improve its relations to international media.**
- 4. ID will provide advice and support on a proactive basis and in response to specific requests from the Client.**



**Notes on Independent Diplomat's Services**

1. All of ID's clients must have been assessed positively against ID's ethical criteria, which are commitment to democratic, accountable, transparent and corruption-free government; protection of human rights; and respect for international law. Independent Diplomat's advice will always be within the framework of international law and accepted human rights norms and ID will not condone or advocate the use of violence or abuse of human rights.
2. ID's purpose is to assist in the prevention and resolution of conflict. It does not in any way seek to get involved in political activity or to produce specific political outcomes but to assist its clients in seeking peaceful resolution to their needs. ID does not wish to be party-political in the countries in which it operates and seeks to serve the best interests of the country as a whole.
3. ID does not act as an advocate for individuals or organisations or their programmes or for any political or ideological point of view, and is a politically neutral independent facilitator.